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No. 862

In the Supreme Court of the United States

OCTOBER TERM, 1959

INSURANCE WORKERS INTERNATIONAL UNION, AFL-CIO,
PETITIONER

v.

NATIONAL LABOR RELATIONS BOARD

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

BRIEF FOR THE NATIONAL LABOR RELATIONS BOARD IN OPPOSITION

J. LEE RANKIN
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Department of Justice,
Washington 25, D. C.

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BRIEF FOR THE NATIONAL LABOR RELATIONS BOARD IN OPPOSITION

OPINIONS BELOW

The order of the court of appeals (Pet. App. 1) is unreported. No proceedings were held before the Board and the informal proceedings before the General Counsel of the Board are unreported.[1]

[1] The record in the court below consisted of a petition to review with supporting exhibits and the Board's motion to dismiss with supporting exhibits. These documents are reprinted in the Appendix, *infra*, pp. 9-26, except for the two letters attached as exhibits to the petition for review, which are reprinted at Pet. App. 2-5.

JURISDICTION

The decision of the court of appeals was entered on January 19, 1960 (Pet. App. 1). The petition for a writ of certiorari was filed on April 14, 1960. The jurisdiction of this Court is invoked under 28 U.S.C. 1254(1).

QUESTIONS PRESENTED

1. Whether the General Counsel's withdrawal of his complaint before hearing, upon the execution of a settlement agreement, constitutes a "final order of the Board" reviewable by a court of appeals under Section 10(f) of the National Labor Relations Act.

2. Assuming that the General Counsel's withdrawal of his complaint before hearing is a reviewable final order, whether petitioner is a "party aggrieved," within the meaning of Section 10(f), where the settlement agreement grants petitioner all the relief which it could have received had the case been heard by the Board and a formal order issued.

STATUTE INVOLVED

The pertinent provisions of the National Labor Relations Act, as amended, and of the Board's Rules and Regulations and Statements of Procedure are set forth at Pet. App. 7-10.

STATEMENT

On March 6, 1959, after investigation of unfair labor practice charges filed by petitioner's predecessor, Insurance Workers of America (herein called the Union), the Regional Director of the Board for the Twenty-

Second Region, on behalf of the General Counsel, issued a complaint against the Metropolitan Life Insurance Company. This complaint (*infra*, pp. 15-21), following the requisite jurisdictional allegations, set forth in paragraphs 8 through 11 various allegations of company misconduct, namely, interrogation of employees as to union membership and activities, requests of employees to withdraw from the Union, promises of benefit to employees if they refrained from supporting the Union, and threats of reprisal if they did not so refrain. The final paragraphs of the complaint alleged that this conduct constituted interference, restraint, and coercion of employees in violation of Section 8(a)(1) of the Act.

One month after issuance of this complaint, but before hearing, the Company and the Regional Director entered into a Settlement Agreement (*infra*, pp. 22-26) which became effective April 7, 1959. This agreement provided that the Company would post a prescribed notice and would comply with the terms and provisions of the notice, and that the Regional Director would in turn withdraw the complaint. The notice in question recited that the Company would not engage in the conduct detailed in the complaint or in any other manner interfere with, restrain, or coerce its employees in the exercise of their rights under the Act (*infra*, pp. 25-26). The agreement contained no provision for submission to the Board, or for a Board order or court decree.

The day after the Regional Director approved the Settlement Agreement, he wrote the Union advising that he was withdrawing the complaint and was declin-

ing to issue a new complaint (Pet. App. 2-3).[2] The Union appealed this action to the General Counsel in Washington, who on June 17, 1959, sustained the action of the Regional Director, stating that "the settlement agreement adequately disposes of the alleged violations" (Pet. App. 4-5).

Thereafter, the petitioner, having succeeded to the rights and interests of the Union, filed a petition for review in the court below, asserting that the court had jurisdiction under Section 10(f) of the Act (*infra*, pp. 9-13). The Board moved to dismiss the petition for want of jurisdiction (*infra*, p. 14), and on January 19, 1960, the court granted the Board's motion (Pet. App. 1).

ARGUMENT

1. Section 10(f) of the Act provides that any "person aggrieved by a final order of the Board granting or denying in whole or in part the relief sought may obtain a review of such order" in the appropriate court of appeals. The basic question presented is whether the General Counsel's withdrawal of an unfair labor practice complaint, upon the execution of a settlement agreement, is "a final order of the Board" within the meaning of Section 10(f). We submit that, as the court of appeals held, withdrawal of the complaint was not such a final order.

Section 3(d) of the Act separates the prosecutory phase of an unfair labor practice case from the ad-

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[2] Under the Board's Rules (Sec. 102.18, Pet. App. 9), "[a]ny such complaint may be withdrawn before the hearing by the regional director on his own motion."

judicatory phase, by providing that the General Counsel "shall have final authority * * * in respect of the investigation of charges and issuance of complaints under section 10, and in respect of the prosecution of such complaints before the Board * * *." Accordingly, action taken by the General Counsel at the prosecutory stage of an unfair labor practice case cannot be viewed as action by the Board. Thus, it has consistently been held that a refusal on the part of the General Counsel to issue a complaint is not a "final order of the Board" and hence is not reviewable in a court of appeals under Section 10(f). *Lincourt* v. *National Labor Relations Board*, 170 F. 2d 306 (C.A. 1); *General Drivers, Chauffeurs, and Helpers* v. *National Labor Relations Board*, 179 F. 2d 492, 494-495 (C.A. 10); *Manhattan Const. Co.* v. *National Labor Relations Board*, 198 F. 2d 320, 321-322 (C.A. 10); *Anthony* v. *National Labor Relations Board*, 204 F. 2d 832 (C.A. 6); see also *Hourihan* v. *National Labor Relations Board*, 201 F. 2d 187 (C.A. D.C.), certiorari denied, 345 U.S. 930. The same principle applies here, even though a complaint first issued and was thereafter withdrawn. The settlement was accepted and the complaint withdrawn while the case was still at the prosecutory stage and therefore under the control of the General Counsel.

Nor is a different conclusion required by *Marine Engineers' Ben. Ass'n* v. *National Labor Relations Board*, 202 F. 2d 546 (C.A. 3), certiorari denied, 346 U.S. 819, relied on by petitioner (Pet. 9-10), which holds that the charging party had standing to seek review of a settlement agreement which it opposed. In that case,

unlike here, the settlement agreement took the matter out of the General Counsel's exclusive control, providing for Board approval of the settlement and the entry of a formal Board order.[3] There was thus action by the Board itself.[4]

2. Even if, contrary to our contention above, the settlement agreement is viewed as a "final order of the Board," the court below lacked jurisdiction for the additional reason that petitioner was not a "party aggrieved." The "order" was not one "denying * * * the relief sought," as provided in Section 10(f). On the contrary, the settlement agreement afforded full relief from the unfair labor practices alleged in the complaint,[5] including an undertaking on the part of the Company to cease and desist from such conduct and to post notices to that effect (*infra*, pp. 22-26). Indeed, the prohibition in the settlement agreement and accom-

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[3] The Board's procedures provide for two types of settlements—the informal type involved here, which only requires approval by the General Counsel, and the formal type, which contemplates Board approval and a Board order. See Pet. App. 10; Silverberg, *How to Take a Case Before the National Labor Relations Board* (BNA, 1959), pp. 210-214, 222-228.

[4] That the situation here is distinguishable is confirmed by the fact that Judge Goodrich, who wrote the opinion in *Marine Engineers*, also signed the order of dismissal in this case (Pet. App. 1). Since *Marine Engineers* and this case were both decided by the Third Circuit, there cannot, of course, be a conflict of circuits. The other cases relied on by petitioner (Pet. 9, 11) all involve situations where the charging party was aggrieved by a Board order issued after formal hearing.

[5] In this respect also the instant case is distinguishable from *Marine Engineers*, where the settlement agreement did not afford the charging party all the relief it might have received from the Board in a contested proceeding. See No. 126, October Term, 1953, Pet. 5, Br. in Opp. 7-9.

panying notice exends to "in any other manner" violating Section 8(a)(1) of the Act, a broad provision which the Board and the courts may or may not include in their orders depending upon the circumstances of the case. *National Labor Relations Board* v. *Express Pub. Co.*, 312 U.S. 426, 432-438; see *National Labor Relations Board* v. *Communications Workers*, 266 F. 2d 823 (C.A. 6), modified on other grounds, No. 418, this Term, decided May 2, 1960. To be sure, the settlement agreement does not provide for a court decree. But this circumstance alone does not make petitioner a "party aggrieved," for the right to seek an enforcement decree is vested exclusively in the Board and not in a charging party. See *National Labor Relations Board.* v. *Pool Mfg Co.*, 339 U.S. 577, 580; *Amalgamated Utility Workers* v. *Consolidated Edison Co.*, 309 U.S. 261, 265-266. In short, had the complaint in this case been processed through a Board hearing and decision, the Board order could have provided petitioner no relief beyond that afforded by the settlement agreement, and petitioner would have had no standing to compel the obtaining of a court decree.

CONCLUSION

For the reasons stated, the petition for a writ of certiorari should be denied.

Respectfully submitted.

J. LEE RANKIN,
Solicitor General.

STUART ROTHMAN,
General Counsel,

DOMINICK L. MANOLI,
Associate General Counsel,

NORTON J. COME,
Assistant General Counsel,

FREDERICK U. REEL,
ALLAN I. MENDELSOHN,
Attorneys,
National Labor Relations Board.

MAY 1960.

APPENDIX

IN THE UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

PETITION FOR REVIEW

INSURANCE WORKERS INTERNATIONAL UNION, AFL-CIO, PETITIONER,

against

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

To the Honorable, the Judges of the United States Court of Appeals for the Third Circuit.

PETITION TO REVIEW AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD

The Insurance Workers International Union, AFL-CIO files this petition pursuant to the provisions of Section 10(f) of the Labor Management Relations Act of 1947, 61 Stat. 136, 29 U.S.C. Section 160(f) for a review of the decision and order of the National Labor Relations Board in case No. 22-CA-265 made by the Regional Director for the 22nd Region thereof, withdrawing the complaint in said case, and from the final order of the National Labor Relations Board refusing to review and reverse the said decision of the aforesaid Regional Director.

I

JURISDICTION

Petitioner is a labor organization within the meaning of Section 2(5) of the Labor Management Relations Act. As will hereinafter more fully appear, the unfair labor practices which are subject of National Labor

Relations Board case No. 22-CA-265 were committed and occurred within the Third Circuit and within the jurisdiction of this Court. This Court, therefore, has jurisdiction of this petition by virtue of the provisions of Section 10(f) of the Labor Management Relations Act of 1947.

II

Statement of Prior Proceedings Herein

The National Labor Relations Board (hereinafter called the "Board"), by John J. Cuneo, the Regional Director of the National Labor Relations Board for the 22nd Region (hereinafter called "Regional Director") located in Newark, New Jersey, did, on March 6, 1959, issue a complaint alleging unfair labor practices against the Metropolitan Life Insurance Company. Said complaint was issued following the filing of charges by the petitioner herein, and after an investigation of said charges by the office of the Regional Director.

On April 7, 1959, (Exhibit I annexed) before any hearing upon the merits of said complaint had been held, and without setting forth any findings of fact or conclusions of law, the Regional Director withdrew said complaint, setting as the reason for said action a settlement agreement dated April 6, 1959 between the Board and the respondent named in said complaint, the Metropolitan Life Insurance Company (see Exhibit I annexed).

The petitioner is not a party to, nor has the petitioner consented to, the aforesaid settlement agreement.

The petitioner, on April 14th, 1959, pursuant to the Rules and Regulations of the National Labor Relations Board (hereinafter called "Rules") objected to the aforesaid withdrawal of the complaint herein, to the failure to hold a hearing on said complaint, and to the

failure to make findings of fact and conclusions of law therein. Said objection, pursuant to the Rules was addressed to the General Counsel of said Board.

On June 17, 1959 the General Counsel, acting on behalf of the Board, entered a final order refusing to reinstate the complaint herein (Exhibit II annexed) and in all respects upholding the decision of the Regional Director, and rejecting in all respects the relief sought by petitioner in said review.

Petitioner herein sought reconsideration on the part of the General Counsel of the aforesaid final order, and on September 14, 1959 said reconsideration was rejected.

III

Assignments of Error

Petitioner, as a basis for review, makes the following assignments of error:

(1) The Regional Director's unilateral withdrawal of the complaint herein is contrary to law.

(2) The Regional Director's failure and refusal to conduct a hearing with respect to the withdrawal of the complaint herein is contrary to law.

(3) The Regional Director's refusal to make findings of fact and enter conclusions of law herein is contrary to the Rules and Regulations of the National Labor Relations Board.

(4) The Regional Director's Decision herein with respect to the questions of fact presented is unsupported by substantial evidence on the record considered as a whole.

(5) The withdrawal of the complaint herein by the Regional Director without affording the petitioner a hearing on the merits and without making findings of fact and conclusions of law is a

violation of due process under the Constitution of the United States.

(6) The final order of the Board made on its behalf by the General Counsel is contrary to law.

(7) The Board's failure and refusal to conduct a hearing with respect to the withdrawal of the complaint herein is contrary to law.

(8) The Board's refusal to make findings of fact and enter conclusions of law herein is contrary to its Rules and Regulations.

(9) The Board's decision herein with respect to the questions of fact presented is unsupported by substantial evidence on the record considered as a whole.

(10) The withdrawal of the complaint herein by the Board without affording the petitioner a hearing on the merits and without making findings of fact and conclusions of law is a violation of the Constitution of the United States.

IV

Prayer

Wherefore, petitioner prays for a review of the decisions and orders of the National Labor Relations Board and the Regional Director for the 22nd Region thereof, and that:

(1) An order be made directing said Board and said Regional Director to reinstate the complaint herein and to hold hearings on the merits thereof.

(2) That the aforesaid settlement agreement be set aside and declared null and void.

(3) That the Board and the Regional Director be directed to enter findings of fact and conclusions of law herein.

(4) For such other and further relief as to this Honorable Court may seem just and proper.

Yours, etc.,

JOELSON & FREUNDLICH,
Attorneys for Petitioner,
175 Market Street,
Paterson, New Jersey.

Dated: November 27, 1959.

IN THE UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

No. 13088

INSURANCE WORKERS INTERNATIONAL UNION, AFL-CIO, PETITIONER,

v.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

MOTION TO DISMISS PETITION FOR REVIEW

To the Honorable, the Judges of the United States Court of Appeals for the Third Circuit:

The National Labor Relations Board, for the reasons set forth in the supporting memorandum filed herewith, respectfully moves this Court to dismiss for want of jurisdiction the petition to review filed in this matter on November 27, 1959. The Board submits that this Court's lack of jurisdiction appears from the Petition to Review, the Exhibits attached thereto, and the Complaint and Settlement Agreement therein referred to, copies of which are attached hereto as Exhibits A and B, respectively.

Respectfully submitted,

s/ MARCEL MALLET-PREVOST,
Assistant General Counsel,
NATIONAL LABOR RELATIONS BOARD.

Washington, D. C.

December 9, 1959.

EXHIBIT A

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
TWENTY-SECOND REGION

Case No. 22-CA-265

METROPOLITAN LIFE INSURANCE COMPANY

and

INSURANCE WORKERS UNION, AFL-CIO

COMPLAINT AND NOTICE OF HEARING

It having been charged by Insurance Workers Union, AFL-CIO, (herein called the Union), that Metropolitan Life Insurance Company, (herein called Metropolitan or Respondent), has been engaging in and is engaging in certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act as amended, 61 Stat. 136, (herein called the Act), the General Counsel of the National Labor Relations Board on behalf of the National Labor Relations Board, (herein called the Board), by the undersigned Regional Director issues this Complaint and Notice of Hearing pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, Series 7, and alleges as follows:

1

(a) The charge herein was filed on October 22, 1958. A copy of the charge was served by registered mail upon Metropolitan on October 22, 1958.

(b) The first amended charge herein was filed on October 29, 1958. A copy of the first amended charge was served by registered mail upon Metropolitan on October 29, 1958.

(c) The second amended charge herein was filed on March 6, 1959. A copy of the second amended charge was served by registered mail upon Metropolitan concurrently with the service of this Complaint and Notice of Hearing on March 6, 1959.

2

Metropolitan is, and has been at all times material herein, a corporation duly organized under and existing by virtue of the laws of the State of New York.

3

At all times material herein, Metropolitan has maintained its principal office in the City of New York, State of New York, and is now, and has been continuously, engaged in various states of the United States, including the State of New Jersey, in the business of selling and issuing life insurance policies.

4

In connection with the operations described above in paragraph 3, Metropolitan has, at all times material herein, operated district offices at Linden, New Jersey, South River, New Jersey, Red Bank, New Jersey and Paterson, New Jersey.

5

During the past year Metropolitan in the course and conduct of its business had a gross volume of business in excess of $10,000,000, and of this revenue an amount in excess of $1,000,000 was derived from interstate operations between and among the states of New York, New Jersey and other states of the United States.

During the same period, Metropolitan had in excess of 30 million policy holders and in excess of 39 billion dollars of life insurance in force. During the same

period, Metropolitan had its funds invested in real estate, real estate mortgages and government, municipal, and corporate bonds and makes extensive use of the mails and other instrumentalities of interstate commerce. During the same period Metropolitan received across state lines premiums on policies in excess of $1,000,000.

Metropolitan is, and has been at all times material herein, engaged in commerce within the meaning of Sections 2(6) and (7) of the Act.

7

The Union is, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.

8

On or about July 2, 1958, at the Linden, New Jersey, District office, and on various dates during the months of June and July, 1958, Metropolitan by its officers, agents and representatives including Michael J. Tropani, District Manager, did engage in the following conduct:

(a) Interrogated its employees concerning their membership in, activities on behalf of and sympathies for the Union.

(b) Requested its employees to withdraw from the Union, including aiding said employees in drafting letters of resignation from the Union and mailing said letters to the Union.

9

On or about July 8, 1958, at the South River, New Jersey, District office and on various dates during the period from April 29, to October 29, 1958, Metropolitan by its officers, agents and representatives including

Edward Stashak, District Manager, did engage in the following conduct:

(a) Interrogated its employees concerning their membership in, activities on behalf of and sympathies for the Union.

(b) Requested its employees to withdraw from the Union.

(c) Promised its employees economic benefits, improved working conditions and other benefits if they refrained from becoming or remaining members of the Union or giving any assistance or support to the Union.

(d) Threatened its employees with loss of benefits relating to economic benefits and working conditions and threatened other reprisals if they became or remained members of the Union or gave any assistance or support to the Union.

10

On or about July 1, 1958, at the Red Bank, New Jersey, District office and on various dates during the period from April 29, 1958, to October 29, 1958, Metropolitan by its officers, agents and representatives including William Fair, District Manager and Raymond Shugard, Assistant Manager, did engage in the following conduct:

(a) Interrogated its employees concerning their membership in, activities on behalf of and sympathies for the Union.

(b) Requested its employes to withdraw from the Union.

(c) Promised its employees economic benefits, improved working conditions and other benefits if they refrained from becoming or remaining members of the Union or giving any assistance or support to the Union.

(d) Threatened its employees with loss of benefits relating to economic benefits and working conditions and threatened other reprisals if they became or remained members of the Union or gave any assistance or support to the Union.

(e) On or about February 16, 1959, warned its employees not to discuss at any time the activities of the Union while on the premises of Metropolitan.

11

On or about February 13, 1959, at the Paterson, New Jersey, District office, and on various dates during the month of February 1959, Metropolitan by its officers, agents and representatives including Nicholas Trerotola, District Manager, and Arthur Pellicho, Assistant Manager, did engage in the following conduct:

(a) Interrogated its employees concerning their membership in, activities on behalf of and sympathies for the Union.

(b) Requested its employees to withdraw from the Union, and aided said employees in drafting and mailing letters of resignation to the Union.

(c) Promised its employees economic benefits, improved working conditions and other benefits if they refrained from becoming or remaining members of the Union or giving any assistance or support to the Union.

(d) Threatened its employees with loss of benefits relating to economic benefits and working conditions and threatened other reprisals if they became or remained members of the Union or gave any assistance or support to the Union.

12

By the acts described above in paragraphs 8, 9, 10 and 11, and by each of said acts, Metropolitan did in-

terfere with, restrain and coerce and is interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, and thereby did engage in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

13

The activities of Metropolitan described above in paragraphs 8, 9, 10, 11 and 12, occurring in connection with the operations of Metropolitan described above in paragraphs 2, 3, 4, 5, and 6, have a close, intimate and substantial relation to trade, traffic and commerce among the several states and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce, and constitute unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

PLEASE TAKE NOTICE that on the 4th day of May, 1959, at 1:30 pm E.S.T., at U. S. Post Office, Clerk's Office, 3rd Flr., Newark, N. J., a hearing will be conducted before a duly designated Trial Examiner of the National Labor Relations Board on the allegations set forth in the above Complaint, at which time and place you will have the right to appear in person, or otherwise, and give testimony.

You are further notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, the Respondent shall file with the undersigned Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and four (4) copies of an answer to said Complaint within ten (10) days from the service thereof and that unless it does so all of the allegations in the Complaint shall be deemed to be admitted to be true and may be so found by the Board.

WHEREFORE, the General Counsel of the National Labor Relations Board, on behalf of the Board, by the Regional Director for the Twenty-Second Region, on this 6th day of March, 1959, issues this Complaint and Notice of Hearing against Metropolitan Life Insurance Company, Respondent herein.

JOHN J. CUNEO,
Regional Director,
National Labor Relations Board,
Twenty-Second Region,
744 Broad Street, Room 614,
Newark 2, New Jersey.

EXHIBIT B

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
TWENTY-SECOND REGION

Case No. 22-CA-265

METROPOLITAN LIFE INSURANCE COMPANY

and

INSURANCE WORKERS OF AMERICA, AFL-CIO

SETTLEMENT AGREEMENT

Metropolitan Life Insurance Company (herein called the Employer), and Insurance Workers of America, AFL-CIO (herein called the Charging Party), in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board (herein called the Regional Director), HEREBY AGREE AS FOLLOWS:

POSTING OF NOTICE—Upon approval of this Agreement, the Employer will post immediately in conspicuous places in and about its offices including all places where notices to employees are customarily posted, and maintain for a period of at least sixty (60) consecutive days from the date of posting, copies of the Notice attached hereto as Appendix A and made a part hereof.

COMPLIANCE WITH NOTICE—The Employer will comply with all the terms and provisions contained in the aforesaid Notice.

EFFECTUATION—The Complaint and Notice of Hearing heretofore issued in this case shall be considered withdrawn upon the approval of this Agreement by the

Regional Director. In the event the Charging Party fails or refuses to become a party to this Agreement, then, if the Regional Director in his discretion believes it will effectuate the policies of the National Labor Relations Act he shall decline to issue a new Complaint herein and this Agreement shall be between the Employer and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 101.19 of the Rules and Regulations of the Board if a request for same is filed within ten (10) days thereof. This Agreement is contingent upon the General Counsel sustaining the Regional Director's action in the event of a review.

PERFORMANCE—Performance by the Employer with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or, in the event the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Employer of advice that no review has been requested or that the General Counsel has sustained the Regional Director.

NOTIFICATION OF COMPLIANCE—The Employer will notify the Regional Director in writing what steps it has taken to comply herewith. Such notification shall be made within five (5) days, and again after sixty (60) days, from the date of the approval of this Agreement, or, in the event Charging Party does not enter into this Agreement, after the receipt of advice that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in the above case.

The execution of this Settlement Agreement by the undersigned Employer does not constitute an admission

that Metropolitan Life Insurance Company has violated the Act.

This Agreement contains the entire understanding of the parties hereto and there is no verbal understanding or agreement which varies, alters or modifies the terms and conditions of this Agreement.

Date Executed April 3, 1959.

METROPOLITAN LIFE INSURANCE COMPANY.
/s/ R. R. LAWRENCE, *Vice Pres.*

Date Executed, ——, ——.

INSURANCE WORKERS OF AMERICA, AFL-CIO
(*Charging Party*)

——, ——
(*Name and Title*)

Date April 6, 1959 Recommended:

/s/ HERMAN GELBAND
Examiner, National Labor Relations Board.

Date Approved: April 7, 1959.

/s/ JOHN J. CUNEO,
Regional Director, National Labor Relations Board.

NLRB—4030
(10-50)

NOTICE

TO ALL EMPLOYEES

PURSUANT TO A SETTLEMENT AGREEMENT

with the Regional Director of the Twenty-Second Regional Office of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

WE WILL NOT solicit, urge or coerce our employees at the Linden, Red Bank, South River and Paterson, New Jersey District Offices, or any other of our District Offices in New Jersey, to resign, tender or terminate their membership in the Insurance Workers of America, AFL-CIO.

WE WILL NOT interrogate these employees for the purpose of interfering with, restraining or coercing them in any manner in regard to their union activities and membership.

WE WILL NOT threaten economic reprisals against these employees because of their union sympathies and activities.

WE WILL NOT promise these employees benefits to induce them to resign from the union.

WE WILL NOT in any other manner interfere with, restrain or coerce these employees in the exercise of their rights to self-organization, to join or assist, or to engage in collective bargaining through the above or any other union, or to engage in concerted activities for the purpose of mutual aid or protection, or to refrain from any such activities,

except to the extent that such rights may be affected by any agreement if validly made under Section 8(a)(3) of the Act, which might require membership in a labor organization as a condition of employment.

All our employees are free to become or remain or refrain from becoming or remaining, members of the above-named union or any other labor organization, except to the extent that this right may be affected by any agreement in conformity with Section 8(a)(3) of the Act, as above indicated.

METROPOLITAN LIFE INSURANCE COMPANY,
(Employer or Labor Organization)

Dated ——, —— By ——, ——
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

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